

## COMMONWEALTH OF VIRGINIA



LOUDOUN CIRCUIT COURT  
Civil Division  
18 E MARKET ST/PO BOX 550  
LEESBURG VA 20178-0550  
(703) 777-0270

### Summons

To: BANK OF AMERICA NA  
SERVE: CT CORPORATION SYSTEM  
REGISTERED AGENT  
4701 COX RD STE 285  
GLEN ALLEN VA 23060

Case No. 107CL00097512-00

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia on, Monday, November 30, 2015

Clerk of Court: GARY M CLEMENS

by K. Wauker  
(CLERK/DEPUTY CLERK)

Instructions:

Hearing Official:

Attorney's name: FRANCIS, ERNEST P  
505 WYTHE STREET  
703-683-5696  
ALEXANDRIA VA 22314

**Exhibit A**

**COVER SHEET FOR FILING CIVIL ACTIONS**  
COMMONWEALTH OF VIRGINIACase No. CL 97912

(CLERK'S OFFICE USE ONLY)

Loudoun County

Circuit Court

Keith T. Saylor

v./In re:

Bank of America, N.A.

PLAINTIFF(S)

DEFENDANT(S)

I, the undersigned ☐ plaintiff ☐ defendant ☐ attorney for ☐ plaintiff ☐ defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

**GENERAL CIVIL****Subsequent Actions**

- ☐ Claim Impleading Third Party Defendant  
☐ Monetary Damages  
☐ No Monetary Damages  
☐ Counterclaim  
☐ Monetary Damages  
☐ No Monetary Damages  
☐ Cross Claim  
☐ Interpleader  
☐ Reinstatement (other than divorce or driving privileges)  
☐ Removal of Case to Federal Court

**Business & Contract**

- ☐ Attachment  
☐ Confessed Judgment  
☐ Contract Action  
☐ Contract Specific Performance  
☐ Detinue  
☐ Garnishment

**Property**

- ☐ Annexation  
☐ Condemnation  
☐ Ejectment  
☐ Encumber/Sell Real Estate  
☐ Enforce Vendor's Lien  
☐ Escheatment  
☐ Establish Boundaries  
☐ Landlord/Tenant  
☐ Unlawful Detainer  
☐ Mechanics Lien  
☐ Partition  
☐ Quiet Title  
☐ Termination of Mineral Rights

**Tort**

- ☐ Asbestos Litigation  
☐ Compromise Settlement  
☐ Intentional Tort  
☐ Medical Malpractice  
☐ Motor Vehicle Tort  
☐ Product Liability  
☐ Wrongful Death  
☐ Other General Tort Liability

**ADMINISTRATIVE LAW**

- ☐ Appeal/Judicial Review of Decision of (select one)  
☐ ABC Board  
☐ Board of Zoning  
☐ Compensation Board  
☐ DMV License Suspension  
☐ Employee Grievance Decision  
☐ Employment Commission  
☐ Local Government  
☐ Marine Resources Commission  
☐ School Board  
☐ Voter Registration  
☐ Other Administrative Appeal

**DOMESTIC/FAMILY**

- ☐ Adoption  
☐ Adoption - Foreign  
☐ Adult Protection  
☐ Annulment  
☐ Annulment - Counterclaim/Responsive Pleading  
☐ Child Abuse and Neglect - Unfounded Complaint  
☐ Civil Contempt  
☐ Divorce (select one)  
☐ Complaint - Contested\*  
☐ Complaint - Uncontested\*  
☐ Counterclaim/Responsive Pleading  
☐ Reinstatement - Custody/Visitation/Support/Equitable Distribution  
☐ Separate Maintenance  
☐ Separate Maintenance Counterclaim

**WRITS**

- ☐ Certiorari  
☐ Habeas Corpus  
☐ Mandamus  
☐ Prohibition  
☐ Quo Warranto

**PROBATE/WILLS AND TRUSTS**

- ☐ Accounting  
☐ Aid and Guidance  
☐ Appointment (select one)  
☐ Guardian/Conservator  
☐ Standby Guardian/Conservator  
☐ Custodian/Successor Custodian (UTMA)  
☐ Trust (select one)  
☐ Impress/Declare  
☐ Reformation  
☐ Will (select one)  
☐ Construe  
☐ Contested

**MISCELLANEOUS**

- ☐ Appointment (select one)  
☐ Church Trustee  
☐ Conservator of Peace  
☐ Marriage Celebrant  
☐ Bond Forfeiture Appeal  
☐ Declaratory Judgment  
☐ Declare Death  
☐ Driving Privileges (select one)  
☐ Reinstatement pursuant to § 46.2-427  
☐ Restoration - Habitual Offender or 3<sup>rd</sup> Offense  
☐ Expungement  
☐ Firearms Rights - Restoration  
☐ Forfeiture of U.S. Currency  
☐ Freedom of Information  
☐ Injunction  
☐ Interdiction  
☐ Interrogatory  
☐ Judgment Lien-Bill to Enforce  
☐ Law Enforcement/Public Official Petition  
☐ Name Change  
☐ Referendum Elections  
☐ Sever Order  
☐ Taxes (select one)  
☐ Correct Erroneous State/Local  
☐ Delinquency  
☐ Vehicle Confiscation  
☐ Voting Rights - Restoration  
☒ Other (please specify)

[X] Damages in the amount of \$ 24,000.00 are claimed.

November 25, 2015

DATE

Ernest P. Francis

PRINT NAME

505 Wythe Street, Alexandria, VA 22314

ADDRESS/TELEPHONE NUMBER OF SIGNATOR

(703) 683-5696

epfrancis@tristateconsumerlawyer.com

EMAIL ADDRESS OF SIGNATOR (OPTIONAL)

☐ PLAINTIFF☐ DEFENDANT☐ ATTORNEY FOR☐ PLAINTIFF☐ DEFENDANT

Fair Credit Reporting Act

\*"Contested" divorce means any of the following matters are in dispute: grounds of divorce, spousal support and maintenance, child custody and/or visitation, child support, property distribution or debt allocation. An "Uncontested" divorce is filed on no fault grounds and none of the above issues are in dispute.

**Civil Action Type Codes  
(Clerk's Office Use Only)**

Accounting .....	ACCT	Ejectment .....	EJET
Adoption .....	ADOP	Encumber/Sell Real Estate .....	RE
Adoption – Foreign .....	FORA	Enforce Vendor's Lien .....	VEND
Adult Protection .....	PROT	Escheatment .....	ESC
Aid and Guidance .....	AID	Establish Boundaries .....	ESTB
Annexation .....	ANEX	Expungement .....	XPUN
Annulment .....	ANUL	Forfeiture of U.S. Currency .....	FORF
Annulment – Counterclaim/Responsive Pleading..	ACRP	Freedom of Information .....	FOI
Appeal/Judicial Review		Garnishment .....	GARN
ABC Board .....	ABC	Injunction .....	INJ
Board of Zoning .....	ZONE	Intentional Tort .....	ITOR
Compensation Board .....	ACOM	Interdiction .....	INTD
DMV License Suspension .....	JR	Interpleader .....	INTP
Employment Commission .....	EMP	Interrogatory .....	INTR
Employment Grievance Decision .....	GRV	Judgment Lien – Bill to Enforce .....	LIEN
Local Government .....	GOVT	Landlord/Tenant .....	LT
Marine Resources .....	MAR	Law Enforcement/Public Official Petition .....	LEP
School Board .....	JR	Mechanics Lien .....	MECH
Voter Registration .....	AVOT	Medical Malpractice .....	MED
Other Administrative Appeal .....	AAPL	Motor Vehicle Tort .....	MV
Appointment		Name Change .....	NC
Conservator of Peace .....	COP	Other General Tort Liability .....	GTOR
Church Trustee .....	AOCT	Partition .....	PART
Custodian/Successor Custodian (UTMA) .....	UTMA	Permit, Unconstitutional Grant/Denial by Locality	LUC
Guardian/Conservator .....	APPT	Petition – (Miscellaneous) .....	PET
Marriage Celebrant .....	ROMC	Product Liability .....	PROD
Standby Guardian/Conservator .....	STND	Quiet Title .....	QT
Asbestos Litigation .....	AL	Referendum Elections .....	ELEC
Attachment .....	ATT	Reinstatement (Other than divorce or driving privileges) .....	REIN
Bond Forfeiture Appeal .....	BFA	Removal of Case to Federal Court .....	REM
Child Abuse and Neglect – Unfounded Complaint ..	CAN	Restore Firearms Rights – Felony .....	RFRF
Civil Contempt .....	CCON	Restore Firearms Rights – Review .....	RFRR
Claim Impleading Third Party Defendant –		Separate Maintenance .....	SEP
Monetary Damages/No Monetary Damages .....	CTP	Separate Maintenance – Counterclaim/Responsive Pleading .....	SCRP
Complaint – (Miscellaneous) .....	COM	Sever Order .....	SEVR
Compromise Settlement .....	COMP	Taxes	
Condemnation .....	COND	Correct Erroneous State/Local .....	CTAX
Confessed Judgment .....	CJ	Delinquent .....	DTAX
Contract Action .....	CNTR	Termination of Mineral Rights .....	MIN
Contract Specific Performance .....	PERF	Trust – Impress/Declare .....	TRST
Counterclaim – Monetary Damages/No Monetary Damages .....	CC	Trust – Reformation .....	REFT
Cross Claim .....	CROS	Uniform Foreign Country Money Judgments .....	RFCJ
Declaratory Judgment .....	DECL	Unlawful Detainer .....	UD
Declare Death .....	DDTH	Vehicle Confiscation .....	VEH
Detinue .....	DET	Voting Rights – Restoration .....	VOTE
Divorce		Will Construction .....	CNST
Complaint – Contested/Uncontested .....	DIV	Will Contested .....	WILL
Counterclaim/Responsive Pleading .....	DCRP	Writs	
Reinstatement – Custody/Visitation/Support/ Equitable Distribution .....	CVS	Certiorari .....	WC
Driving Privileges		Habeas Corpus .....	WHC
Reinstatement pursuant to § 46.2-427 .....	DRIV	Mandamus .....	WM
Restoration – Habitual Offender or 3 <sup>rd</sup> Offense .....	REST	Prohibition .....	WP
		Quo Warranto .....	WQW
		Wrongful Death .....	WD

VIRGINIA:

IN THE CIRCUIT COURT FOR LOUDOUN COUNTY

KEITH T. SAYLOR  
39491 Meadowlark Drive  
Hamilton, VA 20158

Plaintiff

v.

BANK OF AMERICA, N.A.  
100 North Tryon Street, Suite 120  
Charlotte, NC 28202

Serve:

CT Corporation System  
Registered Agent  
4701 Cox Road, Suite 285  
Glen Allen, VA 23060

Defendant.

Civil Action No. CL 97512

FILED  
2015 NOV 25 AM 11:58  
CIRCUIT COURT  
CLERKS OFFICE  
LOUDOUN COUNTY, VA  
TESTE: \_\_\_\_\_ D.C.

COMPLAINT

Plaintiff Keith T. Saylor ("Saylor"), by his undersigned counsel, brings this action against Defendant Bank of America, N.A., and for his complaint in this action alleges as follows:

1. This Court is one of "competent jurisdiction" within the meaning of that term in 15 U.S.C. § 1681p for an action alleging violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.
2. Plaintiff is an individual who at all times pertinent to the allegations in this complaint maintained his residence at 39491 Meadowlark Drive in Hamilton, Virginia.
3. Defendant is a national bank organized under the laws of the United States.

4. Defendant is engaged in the business of extending credit to individuals through credit cards, which individuals use to purchase goods and services.

5. Defendant alleges that it extended credit to Saylor through Saylor's use of two credit cards issued by Defendant.

6. Defendant (beginning in 1997 for one credit card and 2001 for the other credit card) reported to the Equifax, Experian, and Trans Union consumer reporting agencies information about that debt allegedly created when Saylor used the credit cards issued by Defendant.

7. The business of those consumer reporting agencies is to regularly assemble information on the payment of consumer debts by individuals so that such information can be furnished to third parties in the form of consumer reports, which are communications by those entities as to an individual's creditworthiness, credit standing, credit capacity to third parties (such as financial institutions) for use by those third parties in establishing the eligibility of individuals for credit or insurance to be used as primarily for personal, family, or household purposes.

8. The TransUnion, Equifax, and Experian consumer reporting agencies each collect millions of dollars in fees each year from financial institutions such as Defendant to purchase consumer reports from those entities in order to use those reports in determining either whether to grant credit to individuals for their personal, family, or household purposes or the likelihood of collection of a delinquent account.

9. The TransUnion, Equifax, and Experian consumer reporting agencies each use the means and facilities of interstate commerce for obtaining information for inclusion in the consumer reports and then transmitting those consumer reports to those entities that pay for them.

10. As of October, 2013, Defendant was reporting that Saylor's accounts with it had been charged off.

11. In fact the statement that the account had been charged off was false because Defendant itself had reported that the amount charged off was zero.

12. By letters dated October 25, 2013, and addressed to the TransUnion, Equifax, and Experian consumer reporting agencies Plaintiff Saylor disputed what Defendant had reported to those agencies about the debt Saylor allegedly owed to Defendant.

13. These letters from Plaintiff Saylor to the aforementioned consumer reporting agencies were mailed to those agencies on November 2, 2013, and were received at those agencies after November 2, 2013.

14. The TransUnion, Equifax, and Experian consumer reporting agencies each transmitted to Defendant the contents of the respective October 25, 2013, letter that each had received from Saylor.

15. When Defendant received from the aforementioned consumer reporting agencies the contents of the October 25, 2013, letters by which Plaintiff Saylor had disputed what Defendant was reporting, Defendant (later in November, 2013) verified to those agencies what it had previously reported.

16. Defendant also failed to report to any of the consumer reporting agencies that Saylor disputed what Defendant had reported to those agencies as to Saylor's account.

17. Plaintiff Saylor first became aware of what Defendant verified to the consumer reporting agencies as to the alleged debt of Saylor to Defendant on or after November 26, 2013, since the Experian consumer reporting agency mailed Saylor the result of its investigation into Saylor's written dispute on November 25, 2013.

COUNT I  
15 U.S.C. § 1681n

18. Plaintiff incorporates herein by reference the preceding paragraphs 1 through 17 as if the same were fully set forth herein.

19. When Defendant verified that Saylor's account had been charged off, Defendant failed to perform an investigation in response to Saylor's dispute as to what Defendant had reported to the consumer reporting agencies about the debt owed by Saylor.

20. In fact, Defendant's own records showed that what it had reported concerning the debt owed by Saylor was false or misleading since no charge off had occurred because (as Defendant itself reported) the amount charged off was zero.

21. Moreover, the payment history that Defendant reported to TransUnion for the account showed that no chargeoff had occurred.

22. Defendant also reported to Equifax that the account was paid as agreed with no late payments.

23. Had Defendant performed an investigation into whether it had charged off Plaintiff Saylor's account, it would not have verified that the account was charged off.

24. Defendant also knew that Saylor had disputed what Defendant had reported and that the failure to report the account as disputed rendered what Defendant had reported as misleading.

25. In deliberately failing to consult its own records as to Saylor's account and thereby failing to perform an investigation in response to Saylor's dispute concerning the debt, and in failing to report that Saylor disputed what Defendant had reported, Defendant acted willfully.

26. Under 15 U.S.C. § 1681n, a successful plaintiff under that section may recover reasonable attorney's fees from the Defendant.

COUNT II  
15 U.S.C. § 1681o

27. Plaintiff incorporates herein by reference the preceding paragraphs 1 through 24 as if the same were fully set forth herein.

28. In the alternative to the allegations of the preceding paragraph 25, Defendant's verification of what it had reported as to Saylor's account without consulting its own records concerning the account was negligent since reasonable care required Defendant to consult its own records.

29. Defendant was also negligent in failing to report that Saylor disputed the accounts when Defendant knew that he disputed the accounts.

30. As a result of Defendant's failure to perform an investigation prior to verifying what it had reported to the consumer reporting agencies, Plaintiff has suffered damages in the form of diminution of credit rating, and this will lead to a denial of credit.

31. Under 15 U.S.C. § 1681o, a successful plaintiff under that section may recover reasonable attorney's fees from the defendant.

WHEREFORE, Plaintiff prays for judgment in the amount of \$24,000 against Defendant for actual, statutory, and punitive damages, an award of prejudgment interest on that amount and his reasonable attorney's fees (on the grounds set forth in the preceding paragraphs 26 and 31), and his costs incurred in this action.

KEITH T. SAYLOR  
By Counsel

Ernest P. Francis

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VSB #27276  
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Attorney for Plaintiff

#### DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues herein.

Ernest P. Francis

Ernest P. Francis